UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA

Claim No: 2000A12205

vs.

88888

Marlena E. Stevenson Carr

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 20865 Andover Road, Southfield, Michigan 48076.

The Debt

3. The debt owed the USA is as follows:

| A. Current Principal (after application of all prior payments, credits, and offsets) | \$1,663.05 |
|--|------------|
| B. Current Capitalized Interest Balance and Accrued Interest | \$2,763.12 |
| C. Administrative Fee, Costs, Penalties | \$32.13 |
| D. Credits previously applied (Debtor payments, credits, and offsets) | \$0.00 |

E. Attorneys fees

\$0.00

Total Owed

\$4,458.30

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted.

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Marlena E. Stevenson & Marlena Stevenson

Detroit, MI 48226

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/12/00.

On or about 09/29/88, the borrower executed promissory notes(s) to secure loan(s) of \$1,550.00 from Citibank (New York State) c/o Heaf Processing Center — St.Paul, MN at 8 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10/01/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,663.05 to the holder. The Department then reimbursed the guarantor for that claim payment under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/30/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal: \$1,663.05
Interest: \$1,190.26
Administrative/Collection Costs: \$32.13

Administrative/Collection Costs: \$32.13 Late Fees: \$0.00

Total debt as of 07/12/00 \$2,885.44

Interest accrues on the principal shown here at the rate of \$0.36 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Francisco (20, 00)

LINDA BUTLER LOAN ANALYS

Title: Loan Analyst

Branch: Litigation Branch

| P.O. BOX 64107 • ST. PAUL, MN 55164 PROBOTE TO ST. PAUL, MN 55164 PROBOTE TO ST. PAUL, MN 55164 PROBOTE TO ST. PAUL, MN 55164 | P <mark>f A</mark> PPLICATION/ DMISSORÝ NOTE |
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| 14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR 15a, DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? 15b, IF YES, TOTAL UNPAID BALANCE OF INCOME CONTINGENT LOAN? YES (GIVE DETAILS ON SEPARATE SHEET) YES (GO TO 15b) MO (GO TO 20a) \$ | · |
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| PHONE (| |
| NOTICE TO BORROWER : You must read the additional Promissory Note Terms and the Borgover's Certification by the everse side before signing this Promissory Note. PROMISE TO PAY: Promise to pay to the organization of the Interest of the Impelio principal balance, subject to the terms and conditions described on the relationship of the Origination Fee and the Interest of the Impelio principal balance, subject to the terms and conditions described in the Disclosure Statement that will be provided to me on a legical training that will be provided to me on a legical training that the Interest of the Inter | n on the reverse side of this Promissory No |
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| 45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP) P.O. BOX 64102 ST. PAUL, MN 55164 47. BRANCH CODE MC | D DAY YR S AMOUNT |
| 52. IS THIS AN UNSUBSIDIZED LOAN? 53. LENDER ACCOUNT NUMBER. 54. LENDER USE ONLY 48. | DAY YR AMOUNT |
| SECTION D - TO BE COMPLETED BY HEAF, | OTAL LOAN AMOUNT APPROVED |
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| F40-60 4-87 SG. HEAF USE ONLY STATUS PRINT NAME AND TITLE PRINT NAME AND TITLE STATUS PRINT NAME STA | MO DAY YR |
| 000 | 169695 |

G. FORBEARANCE

GSL PROMISSORY NOTE

SEALEMELL ST YAR OT 32IMORY .A

entollment beginning on ot after July 1, 1988.

Warrants that:

the undersigned hereby expressly:

2. The Guarantee Fee

applied to my loan balance or be return actual guarantee fee charged. law, applicable regulations and HEAF Fee will be deducted proportionately fix siter July 1, 1987. I understand that this attributable to any disbursement I do no attributable to any disbursement and applications. HEAF may charge a fee to guarantee i

check is returned to the lender uncashe 3. The Origination Fee will be deducted by federal law and will be reflected on refunded, pro rate, on undisbursed ar disbursement, if the loan check is not disbursement, if the loan check is confect is refurmed to the refer to the refer to the confect is confect in the loan check is refurmed to the refer to the ref

B. DISCLOSURE OF LOAN IN

l understand that before I receive my fir sure statement that identifies all the ten

C. GENERAL

law, this Note shall be governed by the I and the terms of this Promissory Note of the Higher Education Act of 1965, as under the Act, and the Rules and Regult I understand that the lender has applic Higher Education Assistance Foundation

D. REPAYMENT

I will repay this loan in periodic installme than the end of my grace period.

nar ine end of my grace period.

However, during the grace period i may grace period in may grace period in the Grace period plant is a school that is participating in the Garant and during any delerment period, if it made on my behalf under the regulating in the legistrict in the regulating. 2) Once the repayment period begins if me, I may, nowever, choose to pay this any period describe by the Secretary, it secretes on this loan, except that if the period was payable by the Secretary, it so corries on this loan, except that if the period was payable by the Secretary, if the period was payable by the Secretary, if the surpliness on this loan, except that if the surpliness on this loan, except that if the period was payable by the Secretary, if the gray may be an one of the surpliness of the s

Observing the pay this loan over a repayme (4) will repay this loan over a repayer in more than 10 years. However, the follow is alfurfar period.

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ensure that during each year of the unpaid principal of the unpaid of unpaid of the unpaid of unpaid of the unpaid of unpaid unpaid of unpaid unpai

provided to the lender.

7) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins in a separate document that the lender will provide to me before the repayment period begins.

8) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or dis

SIGNATURE

has not waived any rights that it may have against the other Agreement to the atoresaid Lender Agreement

tance by HEAF of transfer of this instrument in constantion thereof, HEAF

ment for Guarantee of Student loans with Federal Reinsurance ("Lender

d) the undersigned is not in default under the terms of that certain Lender Agree-

recourse, provided, however, notwithstanding this indorsement without recourse,

Pay to the order of Higher Education Assistance Foundation ("HEAF") without

AFFIX TO BACK OF PROMISSORY NOTE

a) no defense of any party is good against the undersigned; and

E PREPAYMENT

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note, in the event of any such rebate will be computed by the same method by which interest that I have paid. The amount of any such rebate will be computed by the same method by which interest daywents were computed.

F DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently suthorized by the Act are described under Deferment in the HEAF application informations authorized by the Act are described under Deferment in the HEAF application indomission of the Poolett. To obtain a such determent, I agree to comply with the relevant federal regulations and the Regulations, of the HEAF including, without limitation, submission of required forms to the lender.

lederal regulations adopted under the Act and would riske to be in compliance with the Act and Bederal regulations adopted under the Act and Bederal regulations adopted under the Act and Bedulations of HEAE! I understand that a modification of repayment ferms under this Section is different from Determent (as described in this Note) and that during this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan. in this Note, I may request the lender to modify these terms. I understand that such modifi-cation would be at the lender's option and would have to be in compliance with the Act, tederal requilibrings adopted under the Act and would have to Begulations of HEAE Lyades. It am unable to repay this loan in accordance with the terms established under Repayment

H. DEFAULT

a, failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in monthly installments or 240 days for a loan repayable in monthly installments. 1. Definition—I understand that under the Act, and HEAF Rules and Regulations, any of the following events is a default:

ess frequent installments;

d. failing to enroll in the school that completed the application for the time identified as my b. making any talse representation for the purpose of obtaining this loan;
 c. using the loan proceeds for other than educational purposes;
 d. failing to gover the school that prographical the sentition for the time.

e. not notitying the lender immediately if I (a) drop to less than a half-time student, (b) change my graduation date, (c) change my name, or (d) change my permanent address.

d amount of the loan, including interest, immedi-:neol sid) r- **--*- ' *

form any of the following federal programs: Pell nity Grant, College Work-Study, State Student Illed Mational Direct Student Loan), Guaranteed or Students (SLS), PLUS loans, or Consolidation may disclose to schools I have attended (or am

e notice and other requirements of law Failure to waiver of the lender's right to exercise the option the Fair Debt Collection Practices Act, I will pay of the unpaid principal and accrued interest. Dedoption of the lender, which it s, including attorney's fees, that are permitted by ion of these amounts. If this loan is referred for 3d under Repayment and Deferment in this Note;

F I will then be required to pay HEAF all amounts

e cents for each dollar of each late installment. rom me a late charge if I fail to pay all or part of a ys after it is due or if I fail to provide written evipayment deferred as described under Deferment

NOI.

ment for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") deute and HEAF, in accordance with which payment of the indebted of the find of the find of the find of the state of the find of the state of the find of the state of the with that organization about the accuracy and ponse to a request from any credit bureau orgas I enter into repayment on the loan within the 30 bureau organizations. This may significantly and recedit. The lender, holder or guaranty agency se that information about the default will be disloan and its repayment will be reported to one or sult on this loan, the lender, holder or gueranty will on this sold.

The first section services are according to the section of the sec nool. I hereby authorize the school to pay to the option, I authorize the lender to make my loan ad correct to the best of my knowledge and belief re laws of the United States of America that the ver, certify that the information contained in my

and make inquiries to the persons I have listed in its. I also authorize the lender, subsequent holder, story, current address). I also authorize the lender, lional institution, or HEAF to make inquiries to or or or subsequent lenders or holders, with respect 78-01 SS00-1

understand my responsibilities and my rights under that program. or the application, I understand I am responsible to repaying any rothors reserve that control of the application. I understand I am responsible to the site of the most period stated. I certify that I am a borrower eligible for participation is returned to any Title IV aid program. I certify that if the GSL program and that I do not owe a refund to any Title IV aid program. I certify that if the GSL program and that I have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining the federal guaranteed student losn program which have been provided to me and that I understand my responsibilities and my rights under that program. my loan application as references, for the purpose of learning my current address and lele-phone number. I certify that the proceeds of this loan will be used for educational purposes for the academic period stated on my loan application at the guducational institution named on the application. I understand I am responsible for repaying any tunds I receive that cannot reasonably the attributed for meeting my educational expenses related to attribute and what is the contractions.

SCHOOL CERTIFICATION

Agreement automorphisms Agreement Albert Albert Agreement Agreemen

Begyment in this Note, may be deferred. The instances currently the Note, may be deferred. The instances currently be described under Deferment in the HEAF application information of the Deferment, I agree to comply with the relevant federal regulations of the HEAF including, without limitation, submission of the Deferment is true, complete, and correct to the Describer of the Scrious A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information provided in Sections A and B and this School administration of this loan. The information will complete and the section of the latest and the latest I hereby certify that the student named in Section A of this application is accepted for enfolment or is enrolled as at least a half-time student, and is making satisfactory progress in molliment or as the sast a half-time student, and is making satisfactory progress in a program determined by this institution, under the regulations applicable to this loan program to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial sid, is not in default on any loan made under any student assistance program identified in 34 CFR Part 668, and loan made under any student assistance program identified in 34 CFR Part 668, and loan made under any student assistance program identified in 34 CFR Part 668, and land of any grant made under any student assistance program identified and assistance program identified assistance program identified assistance program identified assistance program identified any actual assistance program identified any actual and a satisfance program identified and a satisfance and a satisfance